

ATTACHMENT 2

**RAV4 ELECTRIC VEHICLE FLEET LEASE AGREEMENT
SUPPLEMENT NO: 3**

Lessor Name and Address	Lessee name and Billing Address (Including County)	Vehicle Garaging Address (if different) *
Toyota Motor Credit Corporation Commercial Finance, MS-18 1411 West 190th St. Suite #700 Gardena, CA 90248	CITY OF SUNNYVALE P.O. BOX 3707 SUNNYVALE, CA. 94088-3707	221 COMMERCIAL STREET SUNNYVALE, CA. 94086

Lessor and Lessee desire to supplement the RAV4 Electric Vehicle Master lease Agreement ("MLA") entered into between Lessor to provide for the lease by Lessee of Lease Vehicles as follows:

1. LEASE VEHICLES

Subject to the terms and conditions of the MLA, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following Lease Vehicles for the amounts set forth below, plus any additional amounts due under the MLA. All prices reflected below are conditioned upon Lessor retaining any federal, state or local incentives or tax credits:

Year	Toyota RAV4 VIN	In-Service Date	Maturity Date	Term	Up front Fees and Taxes**	One-Pay Amount	Base Monthly Rent	Monthly Tax	Total Monthly Payment	Total Amount Due at Signing
2001	JTEGS10V810002067	4/6/01		36	\$1,759.99	\$15,999.84	\$0.00	\$0.00	\$0.00	\$17,759.83
2001	JTEGS10VX10002068	4/6/01		36	\$1,759.99	\$15,999.84	\$0.00	\$0.00	\$0.00	\$17,759.83
2001	JTEGS10V110002069	4/6/01		36	\$1,759.99	\$15,999.84	\$0.00	\$0.00	\$0.00	\$17,759.83
2001	JTEGS10V810002070	4/6/01		36	\$1,759.99	\$15,999.84	\$0.00	\$0.00	\$0.00	\$17,759.83
2001	JTEGS10V110002072	4/6/01		36	\$1,759.99	\$15,999.84	\$0.00	\$0.00	\$0.00	\$17,759.83

* Please note: Vehicle with different garaging addresses must have a separate Supplement.

** Up Front Fees and Taxes consists of the following (per unit):

Title and Registration Fee =	\$0.00
Freight Fee =	\$480.00
Use Tax =	\$1,279.99
Cold Kit =	\$0.00
Other =	\$0.00
Total =	\$1,759.99

2. SECURITY DEPOSIT

The security deposit for the Lease Vehicles set forth in this Supplement shall be \$0.00 per Lease Vehicle. The security deposit shall be retained by Lessor for security for payment of all amounts due under the MLA. Any unused portion of the security deposit shall be refunded to Lessee after the return of the Lease Vehicle. No interest or profits shall be paid on the security deposit.

3. ORIGINAL LEASE STATE

All Lease Vehicle set forth on this Supplement will be titled or registered in the State of **California** (the "Original Lease State"). Lessee may remove a Leased Vehicle from the Original Lease State only under the conditions set forth in the MLA. Under no circumstances will Lessor allow Lease Vehicles with an Original Lease State of New York, California or Massachusetts to be removed from the Original Lease State.

4. INTEGRATION OF MLA

The items described in this Supplement shall be subject to all the terms and conditions of the MLA effective with the In-Service Date of each Lease Vehicle as specified above. For each such Lease Vehicle, Lessee shall pay the "Total Amount Due at Signing" (which includes any refundable security deposit) prior to delivery of the Lease Vehicle. For each Lease Vehicle the Lessee shall also pay the "One-Pay Amount" prior to delivery of the Lease Vehicle, or pay the "total Rent" specified above monthly for the Lease Term, in addition to any other amounts due under the MLA.

5. CONTINUING VALIDITY/ENFORCEABILITY

As supplemented and amended herein, all the terms of the MLA shall remain valid and enforceable and are incorporated herein by reference. The MLA shall control any conflict or inconsistency with any provisions of this Supplement.

6. ACKNOWLEDGMENT

By signing below, Lessee acknowledges its agreement to lease the Lease Vehicles set forth above, under the terms contained in the MLA and this Supplement.

Lessee: City of Sunnyvale
By: Joyce Sherman Title: Buyer Date: 4/18/01

Lessor: Toyota Motor Credit Corporation

By: _____ Title: _____ Date: _____